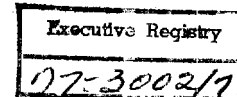


C-38.2



OGC 77-0329
14 January 1977

MEMORANDUM FOR: Director of Central Intelligence

FROM : Anthony A. Lapham
General Counsel

SUBJECT : Memorandum of Understanding and Nondisclosure
Agreements for Use with Senate Select Committee
on Intelligence

1. The referenced documents are attached here (Attachment A). They have undergone certain additional negotiation since you saw them last (19 December 1976; the copies you saw then are also attached at Attachment B).

2. The Memorandum of Understanding has not been changed in any significant way.

3. The Nondisclosure Agreement has undergone some changes. Of importance is the fact that, where categories of information requiring protection from unauthorized disclosure are described, the specific term "intelligence sources and methods" has been replaced by a phrase which speaks of "...material or information ... which has been identified ... by the Director of Central Intelligence...." I believe this new wording is quite acceptable, and is in fact more comprehensive in its coverage.

4. Within the Agency, we have the concurrence of the Director of Security, the Legislative Counsel, and myself as to the acceptability of the documents in their current form.

5. We are advised verbally by representatives of the SSCI staff that the documents are also acceptable to them, and they believe, the Chairman.

6. In an attempt to conclude this procedure before your departure, I recommend that we do not attempt additional formal coordination within the Agency.

7. I believe these documents are quite acceptable from your standpoint.

8. I recommend that you sign the Memorandum of Understanding contained herein at Attachment A. The Nondisclosure Agreement is incorporated through reference and does not require your signature. We will then arrange for transmission of the package to the Chairman and Vice Chairman for their signatures.

25X1

[Redacted Signature Box]

Anthony A. Lapham

CONCUR:

25X1

[Redacted Signature Box]

Director of Security

25X1

[Redacted Signature Box]

Legislative Counsel

15 Jan 1977
Date

17 Jan 1977
Date

APPROVAL:

/s/ George Bush

Director of Central Intelligence

17 JAN 1977
Date

Distribution:

Original - DCI

1 - DDCI

1 - ER via Exec Secretary

1 - Director of Security

1 - Legislative Counsel

1 - OGC

MEMORANDUM OF UNDERSTANDING

Executive Registry

77-3002/6

1. S. Res. 400 of the 94th Congress provides in Section 6 that no employee of the Senate Select Committee on Intelligence (hereinafter SSCI) or any person engaged by contract or otherwise to perform services for or at the request of the SSCI (hereinafter SSCI employee) shall be given access to any classified information by the SSCI unless such employee has (1) agreed in writing and under oath to be bound by the Rules of the Senate (including those in the jurisdiction of the Select Committee on Standards and Conduct), and by the rules of the SSCI, and (2) received an appropriate security clearance as determined by the SSCI in consultation with the Director of Central Intelligence (DCI). In order to fulfill the mandate under S. Res. 400, the SSCI is entering into this agreement with the DCI who, under the National Security Act of 1947, is charged with responsibility for the protection of intelligence sources and methods from unauthorized disclosure.

2. Under this agreement the following procedures will be instituted so that the Senate Select Committee on Intelligence may obtain the advice of the DCI with respect to security clearances to be granted to SSCI employees.

a. The SSCI and the Attorney General have agreed that, at the request of the Chairman and Vice Chairman of the SSCI, the Federal Bureau of Investigation (FBI) will conduct background investigations of prospective SSCI employees. These investigations of prospective SSCI employees will be to ascertain facts and information relevant to their suitability for employment and trustworthiness for clearance for access to information classified under the provisions of Executive Order 11652.

b. The investigations conducted by the Federal Bureau of Investigation will be conducted in accordance with the standards set forth in Director of Central Intelligence Directive No. 1/14 dated 13 May 1976, "Minimum Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information."

c. Under the agreement between the SSCI and the Attorney General, the FBI will furnish summary memoranda and supporting materials containing the results of background investigations to the SSCI Chairman and Vice Chairman or their designated representatives.

d. When the SSCI reaches a tentative decision to employ such an individual, prior to implementing this decision, a copy of the summary memorandum and supporting materials will be furnished to the DCI or the DCI's designated representative, by the SSCI.

e. The DCI or the DCI's designated representative will review the summary memorandum and supporting materials for the purpose of determining whether the individual meets the criteria for access to sensitive compartmented information as specified in DCID 1/14. If the DCI's finding in this regard is affirmative the Chairman and Vice Chairman will be advised in writing. If the DCI's review of the material indicates that the individual may not meet the standards of DCID 1/14 and, therefore, may not be eligible for access to sensitive compartmented information, the DCI or the DCI's designated representative will notify, in writing, the Chairman and Vice Chairman, and will consult with the Chairman and Vice Chairman or their designated representative, stating the reasons for this assessment.

f. The SSCI, with due consideration for the comments of the DCI or the DCI's designee, will make the final determination as to whether the individual will or will not actually be employed.

3. The SSCI and the DCI further agree that:

a. The DCI or the DCI's designated representative will render this advice to the Chairman and Vice Chairman before the close of the third normal work day following receipt of the material from the SSCI, unless the DCI or the DCI's designated representative notifies the SSCI that an additional period of time, not to exceed thirty days, is needed to make a determination as to the individual's access to sensitive compartmented information under the standards of DCID 1/14. The summary memorandum and supporting materials provided by the SSCI will be returned to the SSCI at the same time that the DCI informs the Chairman and Vice Chairman of the results of the review conducted under the DCI's purview.

b. The DCI will insure that no copies of the summary memorandum and supporting materials are made in the course of the review under the DCI's purview.

c. The DCI shall insure that the review of the summary memorandum and background materials provided by the SSCI is accomplished by a select and limited number of individuals competent to conduct such reviews. Further, the DCI shall insure that access to this material is strictly limited and that a log is maintained to reflect the identity of any and all individuals under the DCI's cognizance who are given access to summary memoranda and supporting materials.

d. The DCI or the DCI's designated representative shall, as he deems necessary, record the identity of the individual on whom the review is conducted. A copy of any memorandum to the Chairman and Vice Chairman rendering the results of the DCI's review, and notifications for the record concerning any advice presented orally to the Chairman and Vice Chairman will also be maintained, as appropriate.

e. The DCI shall insure that information obtained from the summary memorandum and supporting materials will not be disseminated beyond the group of individuals conducting the review without notification of, and approval by, the Chairman and Vice Chairman of the SSCI except as otherwise provided in this agreement.

f. The SSCI will provide the DCI with a list of persons cleared by the SSCI for access to classified information and will promptly advise the DCI when an individual granted a clearance terminates employment with the SSCI.

g. DCI files will reflect whether an SSCI employee is approved for access for specific types of sensitive compartmented information and the DCI will arrange for such an SSCI employee an appropriate briefing on sensitive compartmented information handling procedures.

h. The DCI will inform the Chairman and Vice Chairman or their designated representative of any adverse information which comes to the attention of the DCI after the DCI's review described above that raises questions concerning the suitability for employment or trustworthiness of any SSCI employee which the DCI is not obligated by law, regulation, presidential directive or executive order to provide to the FBI.

4. Pursuant to Section 8 of S. Res. 400 the SSCI shall make regulations to protect the confidentiality of information in the possession of the Select Committee relating to the lawful intelligence activities of any department or agency of the United States which has been classified under established security procedures.

5. The Chairman and the Vice Chairman and the DCI hereby establish the following procedures, to prevent the unauthorized disclosure of protected information:

a. The SSCI shall require of each SSCI employee, as conditions to employment, to agree in writing and under oath to the terms of the Nondisclosure Agreement which is attached, and to be bound by the Rules of the Senate (including those in the jurisdiction of the Select Committee on Standards and Conduct), and the rules of the SSCI and in particular those SSCI rules relating to the protection of information supplied to the SSCI by the Executive Branch. Copies of these written agreements between the SSCI and the SSCI employees shall be furnished to the DCI or the DCI's designated representative upon request.

b. An employee of the SSCI seeking to publish, or otherwise disclose, any material concerning the activities of, or information held by, the Committee shall submit this material, in advance, to the Chairman and the Vice Chairman. The Chairman and the Vice Chairman shall consult with the DCI concerning the public disclosure of such material. In the event there is disagreement between the Chairman and the Vice Chairman, and the DCI, as to the release of the material, the Chairman and the Vice Chairman will bring the matter before the Committee, in order to invoke the review procedure of Section 8 of S. Res. 400 of the 94th Congress.

6. The SSCI and the DCI recognize that nothing in this Memorandum of Understanding or in the Nondisclosure Agreement limits in any way any of their rights, responsibilities, or privileges which may exist under S. Res. 400, statutes, or the Constitution of the United States.

_____ Chairman, SSCI	<u>W. George Bush</u> _____ DCI
_____ Date	17 JAN 1977 _____ Date
_____ Vice Chairman, SSCI	
_____ Date	

NONDISCLOSURE AGREEMENT BETWEEN SSCI EMPLOYEES AND THE SSCI

I, _____, in consideration for being employed by or engaged by contract or otherwise to perform services for or at the request of, the Senate Select Committee on Intelligence (SSCI) do hereby agree to accept as conditions precedent for my employment or engagement and for my continuing employment or engagement with the SSCI the obligations set forth below:

1. I have read Senate Resolution 400 of the 94th Congress, 2d Session, which established the SSCI. I hereby agree to be bound by the rules of the Senate, including those within the jurisdiction of the Select Committee on Standards and Conduct.

2. I have also read the Rules of the SSCI and hereby agree to be bound by them. I will never divulge, publish, or reveal by writing, word, conduct, or otherwise, either during my tenure with the SSCI or anytime thereafter, any testimony given before the SSCI in executive session (including the name of any witness who appeared or was called to appear before the SSCI in executive session), the contents of any material or information received or generated by the SSCI which has been identified under established SSCI security procedures or Executive Order or by the Director of Central Intelligence (DCI) as requiring protection from unauthorized disclosure and to which I have access during my tenure with the SSCI staff, or any information classified under Executive Order 11652 which may otherwise come into my possession during my tenure with the SSCI staff, to any person not a member of the SSCI or SSCI staff, for any purpose or in connection with any proceeding, judicial or otherwise, except as authorized by the SSCI in accordance with Section 8 of S. Res. 400, and the SSCI Rules, or in the event of the termination of the SSCI in such a manner as may be determined by the Senate. Nothing in this section prohibits my referencing, so long as accompanied by citation, such material or information which appears in open sources provided the use of the information does not explicitly confirm the validity of the contents of the cited material.

3. I hereby agree to familiarize myself with the SSCI security procedures and to provide at all times the required degree of protection for information and materials which come into my possession by virtue of my position with the SSCI so that they will not be disclosed except as directed by the SSCI in accordance with Section 8 of S. Res. 400 of the 94th Congress and the SSCI Rules or in the event of the termination of the SSCI in such a manner as may be determined by the Senate.

4. I hereby agree that the contents of any material or information which I am pledged not to divulge, publish or reveal by writing, word, conduct, or otherwise pursuant to Section 2 of this Agreement, and which is contemplated for publication or actually prepared for publication by me either during my tenure with the SSCI staff or anytime thereafter, will, prior to discussing it with or showing it to any publishers, editors, or literary agents, be submitted to the Chairman and Vice Chairman of the SSCI who shall consult with the DCI or the DCI's designated representative, for the purpose of determining whether said material or information contains any information which I pledge hereby not to disclose. A good faith effort shall be made to arrive at such a determination and to notify me within 30 days. If the DCI and the Chairman and Vice Chairman disagree about its disclosure, I recognize that the procedures for disclosure of information described in Section 8 of S. Res. 400 of the 94th Congress shall be followed, or, in the event of the termination of the SSCI, the procedures which may then be determined by the Senate. I further agree that I will not take any steps toward publication until I have received written permission from the Chairman and Vice Chairman of the SSCI, or, in the event of the termination of the SSCI, the authorization as may then be required by the Senate.

5. I hereby agree to report without delay to the SSCI, or in the event of the termination of the SSCI, the Senate, any incident where an attempt is made by any person not a member of the SSCI staff to solicit from me information which I pledge hereby not to disclose.

6. I hereby agree to immediately notify the SSCI, or in the event of the SSCI's termination, the Senate, in the event that I am called upon by the properly constituted authorities to testify or provide information which I am pledged hereby not to disclose. I will request that my obligation to testify is established before I do so.

7. I hereby agree to surrender to the SSCI, or the DCI with the approval of the Chairman and Vice Chairman, upon demand by the Chairman and Vice Chairman of the SSCI, or upon my separation from the SSCI staff, all material and information which I am pledged not to divulge, publish or reveal by writing, word, conduct or otherwise pursuant to Section 2 of this agreement.

8. I understand that the SSCI Rules provide that the employment of any staff member who violates the Rules shall be immediately terminated.

9. I understand that, in the event the SSCI seeks to terminate my employment on the basis that I have violated the terms of this agreement, the SSCI will provide me, in advance of my termination, a written statement setting forth the alleged violations with which I am charged.

10. I hereby assign to the United States Government all rights, title and interest in any and all royalties, remunerations, and emoluments that have resulted or will result or may result from any such divulgence, publication or revelation of information prohibited from disclosure under the terms of this agreement.

11. I understand that the United States Government may, prior to any unauthorized disclosure by me, choose to apply to any appropriate court for an appropriate order prohibiting disclosure. Nothing in this agreement constitutes a waiver on the part of the United States for criminal prosecution for any breach of this agreement on my part. Nothing in this agreement constitutes a waiver on my part of any possible defenses I may have in connection with either civil or criminal procedures which may be directed against me. Nothing in this agreement limits in any way any of the legal rights, responsibilities, or privileges which may exist for either party under S. Res. 400 or the laws or the Constitution of the United States.

12. I have read the provisions of the Espionage Laws, Sections 793, 794, and 798, Title 18 of the United States Code, and Section 783(b) of Title 50 of the United States Code (copies of which are attached) and I am aware that unauthorized disclosure of certain types of information may subject me to prosecution for violation of these laws. I have read Section 1001 of Title 18, United States Code (a copy of which is attached) and I am aware that the making of a false statement herein, is punishable as a felony. I have also read Executive Order 11652, as amended, and the implementing National Security Council Directive of 17 May 1972, as amended, (copies of which are attached) relating to the protection of classified information.

13. Unless released in writing from this agreement, or any portion thereof, by the Chairman and Vice Chairman of the SSCI with the concurrence of the DCI, I recognize that all the conditions and obligations imposed on me by this agreement apply during my Committee employment or engagement and continue to apply after the relationship is terminated.

I make this agreement without any mental reservations or purpose of evasion, and I agree that it may be used by the SSCI in carrying out its duty to protect the security of information provided to it.

Signature

Date

WITNESS:

Signature

Date

☐ UNCLASSIFIED ☐ INTERNAL ONLY ☐ CONFIDENTIAL ☐ SECRET

ROUTING AND RECORD SHEET

SUBJECT: (Optional) Memorandum of Understanding and Nondisclosure Agreement for
Use with Senate Select Committee on Intelligence

FROM: Anthony A. Lapham
General Counsel

EXTENSION

NO. OGC 76-6681 DDA 76-6143

DATE 10 December 1976

STAT

TO: (Officer designation, room number, and building)

DATE RECEIVED FORWARDED

OFFICER'S INITIALS

COMMENTS (Number each comment to show from whom to whom. Draw a line across column after each comment.)

1. OLC/Mr. Cary 12/10/76

2. DDA/ Mr. Blake 11 DEC 1976

3. D/DCI/IC/ [redacted] M

4. DDCI/Mr. Knoche 13 Dec 12/15

5. DCI 12/19/76

6. [redacted]

7. TO OGC 12/20/76

8. [redacted] RHL RLR

9. [redacted]

10. [redacted] SADC 2/12/76

11. [redacted]

12. [redacted]

13. 12-21-76 Re-delivered to OLC for liaison w/ SSCP

14. [redacted]

15. [redacted]

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OGC 76-6681

10 December 1976

MEMORANDUM FOR: Director of Central Intelligence

FROM : Anthony A. Lapham
General Counsel

SUBJECT : Memorandum of Understanding and Nondisclosure
Agreement for Use with Senate Select Committee
on Intelligence

1. Attached are copies of the Memorandum of Understanding and Nondisclosure Agreement proposed for use in our associations with the staff of the Senate Select Committee on Intelligence.

2. The Memorandum of Understanding is proposed for signature by yourself, and the Chairman and Vice Chairman of the Committee. It sets out the understanding between the parties as regards security clearance procedures for Committee employees, protection of information once within the control of the Committee, agreements which employees must execute as a condition of employment, and procedures to be followed in the event a Committee employee seeks to publish information. The memorandum specifically recognizes and reserves to each signatory the prior rights and obligations, granted and imposed by the Constitution, statutes, Senate Resolution 400, and other pertinent law or directive.

3. The Nondisclosure Agreement is proposed as an agreement between each Committee employee, and the Committee. This agreement does not exist directly between the employee and the DCI. Thus the DCI cannot directly enforce the terms of the agreement.


4. These documents probably represent the most favorable terms we can reasonably expect to achieve. The Memorandum of Understanding appears to be favorable to our interests in all respects except that the ultimate decision whether to hire a particular employee is left to the discretion of the Committee. This, of course, is a step which future committees may seek to emulate, and the execution of this agreement will give them some additional cause to believe such a step will be found agreeable.

5. The Nondisclosure Agreement appears to be advantageous in all respects. It contains a number of very desirable safeguards and we're hopeful that it will set a useful standard in our dealing with future committees. We had sought an arrangement whereby certain clauses of the agreement would be enforceable directly by the DCI, but now believe that probably is not attainable.

6. It is my recommendation that you endorse the documents for use in their present form. The documents represent an acceptable position for the DCI, in my opinion. They have been negotiated by Agency representatives over a period of several months, and it has been necessary to make certain compromises, in the process.

7. We are intentionally bringing these documents to your attention so that you may consider your position prior to our seeking final agreement on the documents from the Committee staff. We are doing so in order that you are aware certain compromises have already been made, that the documents in this form still give the DCI an acceptable and generally favorable position, but that, in our view you should yield nothing further in seeking a compromise position. We are, as a matter of fact, generally optimistic about getting final agreement in this form, with the Committee staff.

8. Both documents were brought to the attention of Intelligence Community representatives at the Ad Hoc Coordinating Committee meeting on 24 November. Several representatives, Mr. Thomas Latimer of OSD in particular, were concerned that the Memorandum of Understanding left final determination as to the granting of clearances to the SSCI even though this is to be "in consultation" with the DCI. The Defense representative felt this arrangement with the SSCI would undercut existing arrangements in which Defense controls granting of clearance to staffers of other committees. In fact, however, the Memorandum does not give the SSCI final authority to grant clearances but rather the final determination as to whether an individual is to be employed. It was explained that the proposed Memorandum of Understanding represented as much as was attainable and that the concerns voiced at the meeting would be reported to the DCI.


Anthony A. Lapham

STAT

Attachments

10 December

MEMORANDUM OF UNDERSTANDING

1. S. Res. 400 of the 94th Congress provides in Section 6 that no employee of the Senate Select Committee on Intelligence (hereinafter SSCI) or any person engaged by contract or otherwise to perform services for or at the request of the SSCI (hereinafter SSCI employee) shall be given access to any classified information by the SSCI unless such employee has (1) agreed in writing and under oath to be bound by the Rules of the Senate (including those in the jurisdiction of the Select Committee on Standards and Conduct), and by the rules of the SSCI, and (2) received an appropriate security clearance as determined by the SSCI in consultation with the Director of Central Intelligence (DCI). In order to fulfill the mandate under S. Res. 400, the SSCI is entering into this agreement with the DCI who, under the National Security Act of 1947, is charged with responsibility for the protection of intelligence sources and methods from unauthorized disclosure.

2. Under this agreement the following procedures will be instituted so that the Senate Select Committee on Intelligence may obtain the advice of the DCI with respect to security clearances to be granted to SSCI employees.

a. The SSCI and the Attorney General have agreed that, at the request of the Chairman and Vice Chairman of the SSCI, the Federal Bureau of Investigation (FBI) will conduct background investigations of prospective SSCI employees. These investigations will be to ascertain facts and information relevant to their suitability for employment and trustworthiness for clearance for access to information classified under the provisions of Executive Order 11652.

b. The investigations conducted by the Federal Bureau of Investigation will be conducted in accordance with the standards set forth in Director of Central Intelligence Directive No. 1/14 dated 13 May 1976, "Minimum Personnel Security Standards and Procedures Governing Eligibility for Access to Sensitive Compartmented Information."

c. Under the agreement between the SSCI and the Attorney General, the FBI will furnish summary memoranda and supporting materials containing the results of background investigations to the SSCI Chairman and Vice Chairman or their designated representatives.

d. When the SSCI reaches a tentative decision to employ such an individual, prior to implementing this decision, a copy of the summary memorandum and supporting materials will be furnished to the DCI or the DCI's designated representative; by the SSCI.

e. The DCI or the DCI's designated representative will review the summary memorandum and supporting materials for the purpose of determining whether the individual meets the criteria for access to sensitive compartmented information as specified in DCID 1/14. If the DCI's finding in this regard is affirmative the Chairman and Vice Chairman will be advised in writing. If the DCI's review of the material indicates that the individual may not meet the standards of DCID 1/14 and, therefore, may not be eligible for access to sensitive compartmented information, the DCI or the DCI's designated representative will notify, in writing, the Chairman and Vice Chairman, and will consult with the Chairman and Vice Chairman or their designated representative.

f. The SSCI, with due consideration for the comments of the DCI or the DCI's designee, will make the final determination as to whether the individual will or will not actually be employed.

3. The SSCI and the DCI further agree that:

a. The DCI or the DCI's designated representative will render this advice to the Chairman and Vice Chairman before the close of the third normal work day following receipt of the material from the SSCI, unless the DCI or the DCI's designated representative notifies the SSCI that an additional period of time, not to exceed thirty days, is needed to make a determination as to the individual's access to sensitive compartmented information under the standards of DCID 1/14. The summary memorandum and supporting materials provided by the SSCI will be returned to the SSCI at the same time that the DCI informs the Chairman and Vice Chairman of the results of the review conducted under the DCI's purview.

b. The DCI will insure that no copies of the summary memorandum and supporting materials are made in the course of the review under the DCI's purview.

c. The DCI shall insure that the review of the summary memorandum and background materials provided by the SSCI is accomplished by a select and limited number of individuals competent to conduct such reviews. Further, the DCI shall insure that access to this material is strictly limited and that a log is maintained to reflect the identity of any and all individuals under the DCI's cognizance who are given access to summary memoranda and supporting materials.

d. The DCI or the DCI's designated representative shall, as he deems necessary, record the identity of the individual on whom the review is conducted. A copy of any memorandum to the Chairman and Vice Chairman rendering the results of the DCI's review, and notifications for the record concerning any advice presented orally to the Chairman and Vice Chairman will also be maintained, as appropriate.

e. The DCI shall insure that information obtained from the summary memorandum and supporting materials will not be disseminated beyond the group of individuals conducting the review without notification of, and approval by, the Chairman and Vice Chairman of the SSCI except as otherwise provided in this agreement.

f. The SSCI will provide the DCI with a list of persons cleared by the SSCI for access to classified information and will promptly advise the DCI when an individual granted a clearance terminates employment with the SSCI.

g. DCI files will reflect whether an SSCI employee is approved for access for specific types of sensitive compartmented information and the DCI will arrange for such an SSCI employee an appropriate briefing on sensitive compartmented information handling procedures.

h. The DCI will inform the Chairman and Vice Chairman or their designated representative of any adverse information which comes to the attention of the DCI after the DCI's review described above that raises questions concerning the suitability for employment or trustworthiness of any SSCI employee which the DCI is not obligated by law, regulation, presidential directive or executive order to provide to the FBI.

4. Pursuant to Section 8 of S. Res. 400 the SSCI shall make regulations to protect the confidentiality of information in the possession of the Select Committee relating to the lawful intelligence activities of any department or agency of the United States which has been classified under established security procedures.

5. The Chairman and the Vice Chairman and the DCI hereby establish the following procedures, to prevent the unauthorized disclosure of protected information:

a. The SSCI shall require of each SSCI employee, as conditions to employment, to agree in writing and under oath to the terms of the Nondisclosure Agreement which is attached, and to be bound by the Rules of the Senate (including those in the jurisdiction of the Select Committee on Standards and Conduct), and the rules of the SSCI and in particular those SSCI rules relating to the protection of information supplied to the SSCI by the Executive Branch. Copies of these written agreements between the SSCI and the SSCI employees shall be furnished to the DCI or the DCI's designated representative upon request.

b. An employee of the SSCI seeking to publish, or otherwise disclose, any material concerning the activities of, or information held by, the Committee shall submit this material, in advance, to the Chairman and the Vice Chairman. The Chairman and the Vice Chairman shall consult with the DCI concerning the public disclosure of such material. In the event there is disagreement between the Chairman and the Vice Chairman, and the DCI, as to the release of the material, the Chairman and the Vice Chairman will bring the matter before the Committee, in order to invoke the review procedure of Section 8 of S. Res. 400 of the 94th Congress.

6. The SSCI and the DCI recognize that nothing in this Memorandum of Understanding or in the Nondisclosure Agreement limits in any way any of their rights, responsibilities, or privileges which may exist under S. Res. 400, statutes, or the Constitution of the United States.

Chairman, SSCI

DCI

Date

Date

Vice Chairman, SSCI

Date

NONDISCLOSURE AGREEMENT BETWEEN SSCI EMPLOYEES AND THE SSCI

I, _____, in consideration for being employed by or engaged by contract or otherwise to perform services for or at the request of, the Senate Select Committee on Intelligence (SSCI) do hereby agree to accept as conditions precedent for my employment or engagement and for my continuing employment or engagement with the SSCI the obligations set forth below:

1. I have read Senate Resolution 400 of the 94th Congress, 2d Session, which established the SSCI. I hereby agree to be bound by the rules of the Senate, including those within the jurisdiction of the Select Committee on Standards and Conduct.

2. I have also read the Rules of the SSCI and hereby agree to be bound by them. I will never divulge, publish, or reveal by writing, word, conduct, or otherwise, any testimony given before the SSCI in executive session (including the name of any witness who appeared or was called to appear before the SSCI in executive session), the contents of any material (including material which contains intelligence sources or methods) received by the SSCI, information which comes into my possession by virtue of my position with the SSCI, during my tenure with the SSCI, or any information which has been classified under established security procedures, which comes into my possession during my tenure with the SSCI, to any person not a member of the SSCI or SSCI staff, for any purpose or in connection with any proceeding, judicial or otherwise, except as authorized by the SSCI in accordance with Section 8 of S. Res. 400, and the SSCI Rules, or in the event of the termination of the SSCI in such a manner as may be determined by the Senate.

3. I hereby agree to familiarize myself with the SSCI security procedures and to provide at all times the required degree of protection for information and materials which come into my possession by virtue of my position with the SSCI so that they will not be disclosed except as directed by the SSCI in accordance with Section 8 of S. Res. 400 of the 94th Congress and the SSCI Rules or in the event of the termination of the SSCI in such a manner as may be determined by the Senate.

4. I hereby agree that any material or information which includes, or is based upon, information received by the SSCI or any information which came into my possession by virtue of my position with the SSCI during my

tenure with the SSCI, or information which has been classified under established security procedures or which contains intelligence sources or methods, which came into my possession during my tenure with the SSCI, and which is contemplated for publication or actually prepared for publication by me will, prior to discussing it with or showing it to any publishers, editors, or literary agents, be submitted to the Chairman and Vice Chairman of the SSCI who shall consult with the DCI or the DCI's designated representative, for the purpose of determining whether said material or information contains any information which I pledge hereby not to disclose. If the DCI and the Chairman and Vice Chairman disagree about its disclosure, I recognize that the procedures for disclosure of information described in Section 8 of S. Res. 400 of the 94th Congress shall be followed. I further agree that I will not take any steps toward publication until I have received written permission from the Chairman and Vice Chairman of the SSCI.

5. I hereby agree to report without delay to the SSCI, or in the event of the termination of the SSCI, the Senate, any incident where an attempt is made by any person not a member of the SSCI staff to solicit from me information which I pledge hereby not to disclose.

6. I hereby agree to immediately notify the SSCI, or in the event of the SSCI's termination, the Senate, in the event that I am called upon by the properly constituted authorities to testify or provide information which I am pledged hereby not to disclose. I will request that my obligation to testify is established before I do so.

7. I hereby agree to surrender to the SSCI, or to the DCI with the approval of the Chairman and Vice Chairman, upon demand by the Chairman and Vice Chairman of the SSCI, or upon my separation from the SSCI staff, any material which came into my possession by virtue of my position as a member of the SSCI staff during my tenure with the SSCI or any information classified under established security procedures or information pertaining to intelligence sources or methods which came into my possession during my tenure on the SSCI staff.

8. I understand that the SSCI Rules provide that the employment of any staff member who violates the Rules shall be immediately terminated.

9. I hereby assign to the United States Government all rights, title and interest in any and all royalties, remunerations, and emoluments that have resulted or will result or may result from any such divulgence, publication or revelation not authorized by the terms of this agreement.

10. I understand that the United States Government may, prior to any unauthorized disclosure by me, choose to apply to any appropriate court for an appropriate order prohibiting disclosure. Nothing in this agreement constitutes a waiver on the part of the United States for criminal prosecution for any breach of this agreement on my part. Nothing in this agreement constitutes a waiver on my part of any possible defenses I may have in connection with either civil or criminal procedures which may be directed against me. Nothing in this agreement limits in any way any of the legal rights, responsibilities, or privileges which may exist for either party under S. Res. 400 or the laws or the Constitution of the United States.

11. I have read the provisions of the Espionage Laws, Sections 793, 794, and 798, Title 18 of the United States Code, and Section 783(b) of Title 50 of the United States Code (copies of which are attached) and I am aware that unauthorized disclosure of certain types of information may subject me to prosecution for violation of these laws. I have read Section 1001 of Title 18, United States Code (a copy of which is attached) and I am aware that the making of a false statement herein, is punishable as a felony. I have also read Executive Order 11652, as amended, and the implementing National Security Council Directive of 17 May 1972, as amended, (copies of which are attached) relating to the protection of classified information.

12. Unless released in writing from this agreement, or any portion thereof, by the Chairman and Vice Chairman of the SSCI with the concurrence of the DCI, I recognize that all the conditions and obligations imposed on me by this agreement apply during my Committee employment or engagement and continue to apply after the relationship is terminated.

I make this agreement without any mental reservations or purpose of evasion, and I agree that it may be used by the SSCI in carrying out its duty to protect the security of information provided to it.

Signature

Date

WITNESS:

Signature

Date

TRANSMITTAL SLIP		DATE
TO:		
ROOM NO.	BUILDING	
REMARKS:		
DCI action desirable prior to Mr. Bush's departure.		
DCI signature is required in two places as indicated.		

MEMORANDUM FOR: DDCI

[redacted] needs this returned to him by 3:00 today.

[redacted]
B. C. Evans

Date 17 January 1977

FORM 5-75 101 USE PREVIOUS EDITIONS

14 Jan 77
C-38.2

TRANSMITTAL SLIP		DATE
TO:		
Exec Reg via Exec Secretary		
ROOM NO.	BUILDING	
REMARKS:		
FROM:		
ROOM NO.	BUILDING	EXTENSION